

This is a license agreement between **RELEASE THE HOUNDS LLC**, doing business as wavebrigade.com (“Wave Brigade”) and you, the licensee. By purchasing this license, you agree to be bound by the terms and conditions of this End User License (the “Agreement”), which are as follows:

Wave Brigade Non-Exclusive Licenses

This is a non-exclusive license, whereby Wave Brigade grants you a limited right to use certain Sound Effects (SFX). The licensed Sound Effects shall hereby be referred to as the “Recording”. This license is valid for perpetuity and for the World. Once you purchase a Sound Effects license, you can use the Recording for as long as you want, with as many projects as you want (excluding templates), with no additional payments. In consideration of the license, you hereby agree to pay Wave Brigade a certain license fee, according to our website rates.

Sound Effects Usage

The Sound Effects license allows you to use the Recording with any type of New Media Project or any type of Traditional Media Project such as TV/Radio program and TV/Radio advertising, DVD or CD Mass Duplication, Theatrical/Film, iPhone / iPad / Smartphone applications and games, and web-based online video games. For the purpose of this Agreement, a New Media Project is defined as a production or project which makes use of new media or multi-media platforms, including web site background sound track, Podcasts, Flash animations and presentations, online tutorials, e-learning tools, slide-shows, website videos, corporate training videos, Powerpoint presentations, multimedia CD-Roms, promotional DVDs, software demos, video blogs, online video sharing (YouTube, Vimeo, etc.).

Personal or Professional Use

This license is for your own personal or organization usage only, which can be personal or professional. You may use the Recording for your personal Projects and for professional Projects you undertake for your clients or for your employer.

Limitations of Use

You may not sell, transfer, share, give away or sublease the license agreement or the Recordings to any other party. You may not resell the Recording by itself or as part of a package except as embodied within your own Project. You may not resell the Recording (or otherwise make it available) within a downloadable template where someone would be able to download the sound file as a separate file, such as in e-card templates or a website templates. You may not resell the Recording (or otherwise make it available) individually or as part of any competing product such as Sound Effects compilation or Sound Effects library. You may not resell the Recording (or otherwise make it available) as your own Sound Effects, even if it has been transformed, modified, remixed or edited in any way, or if you add other instruments or a voice to the sound effects.

Ownership

You hereby acknowledge that Wave Brigade is and remains the owner of all right, title and interest in the Recording, including without limitation any copyrights therein. The Recording is protected by and subject to American and international copyright laws. We retain the right to sell licenses of the Recording to third parties, at our discretion.

Limitation of Liability

Wave Brigade makes no warranty or representation, express or implied, except that it warrants that it has the right to grant the license granted hereunder. The total liability of Wave Brigade under this Agreement shall be limited to that part of the fee paid hereunder by you to Wave Brigade for the license. You hereby agree that this license is granted to you without any other warranty or recourse.

Taxes

The license fees charged by Wave Brigade do not include any taxes, duties or other government charges. Wave Brigade will charge Licensee additionally for the amounts of any such taxes, duties or other charges which Wave Brigade is required to collect, including without limitation, sales and use taxes and value added taxes. By entering into this agreement, you verify that your country of residence is the same as your billing address.

General Provisions

This Agreement shall be governed by and construed according to the laws of the State of Oregon, USA, and the Parties hereby acquiesce to the jurisdiction of the courts of the judicial district of Salem. The parties hereto have expressly requested that this Agreement and all ancillary documents be drafted in the English language. Nothing in the present Agreement shall be interpreted as constituting or creating a joint venture or partnership between the Parties. This Agreement shall be to the benefit of and bind the respective heirs, executors, administrators and assigns of the Parties hereto. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

Last Revised: **April 2016**